

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2016-____-C**

In the Matter of the Application of)	
)	
GODADDY.COM, LLC)	APPLICATION
)	
For A Certificate Of Public Convenience And)	
Necessity To Provide Resold Interexchange)	
Telecommunications Services in the State of South)	
Carolina and for Alternative Regulation of its)	
Interexchange Offerings)	

GoDaddy.com, LLC (“GoDaddy.com,” or “Applicant”), by its undersigned counsel and pursuant to S.C. Code Ann. § 58-9-280, respectfully requests that the South Carolina Public Service Commission (“Commission”) grant this Application for a Certificate of Public Convenience and Necessity to provide resold interexchange telecommunications service throughout the State of South Carolina. Pursuant to S.C. Code Ann. § 58-9-585 and the general regulatory authority of the Commission, the Applicant also requests that the Commission regulate its intrastate interexchange service offerings as described below in accordance with the principles and procedures established for alternative regulation in Orders No. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Order No. 2001-997 in Docket No. 2000-407-C. GoDaddy.com further requests, pursuant to R. 103-601(3) of the Commission’s rules, that the Commission waive application to it of certain Commission rules, as outlined herein.

GoDaddy.com proposes to offer resold interexchange services to customers throughout the entire State of South Carolina. Applicant anticipates that its customers will be primarily, though not exclusively, business customers. Approval of this Application will promote the public interest by providing its subscribers with cost advantages through the provision of

competitive telecommunications services. Applicant's service will necessarily utilize existing carrier communications facilities more efficiently through increased usage and the addition of innovative, enhanced features. Telecommunications carriers will be empowered to provide more efficient and reliable services at lower prices, thereby benefiting consumers. Moreover, the provision of a wider range of telecommunications service will bolster the state's economic health.

In support of this Application, GoDaddy.com respectfully submits as follows:

1. The name and address of the Applicant are:

GoDaddy.com, LLC
1455 N. Hayden Road, #219m
Scottsdale, AZ 85260
Tel: (480) 505-8800
Fax: (480) 366-3460
Website: www.godaddy.com

2. All correspondence, notices, inquiries, and other communications regarding this Application should be addressed to:

Jack Pringle
Adams & Reese LLP
1501 Main Street, 5th Floor
Columbia, SC 29201
(803) 343-1270 (tel.)
(803) 799-8479 (fax)
Jack.pringle@arlaw.com

with a copy to:

Jennifer L. Kostyu
L. Charles Keller
Wilkinson Barker Knauer, LLP
1800 M Street, NW, Suite 800N
Washington, DC 20036
(202) 783-4141 (tel.)
(202) 783-5851 (fax)
jkostyu@wbklaw.com
ckeller@wbklaw.com

3. Contact person regarding ongoing operations of the Company is:

Matthew A. Forkner
Vice President, Deputy General Counsel
GoDaddy Inc.
14455 N. Hayden Road, #219m
Scottsdale, Arizona 85260
(480) 505-8800 (tel.)
mforkner@godaddy.com

4. Description of the Applicant

GoDaddy.com is a Delaware corporation with its principal place of business at 1455 N. Hayden Road, #219m, Scottsdale, AZ 85260. Please see **Exhibit A** attached hereto for copy of GoDaddy.com's Articles of Formation. GoDaddy.com is in the process of obtaining a Certificate of Authority issued by the Secretary of State granting it authority to do business in South Carolina and will supplement this Application once it is obtained.

GoDaddy.com does not currently provide telecommunications service, but is in the process of applying for authorization or registering to provide long distance interexchange and interconnected VoIP services in all fifty states, the District of Columbia, and Puerto Rico, to the extent required by the laws and regulations of the specific jurisdiction.

5. Officers, Directors, and Legal Counsel

A list of GoDaddy.com's officers is provided in **Exhibit B**. GoDaddy.com also is an operating subsidiary of GoDaddy Inc. ("GoDaddy"). Information regarding GoDaddy's officers and directors is available at <https://aboutus.godaddy.net/about-us/default.aspx#Section2>.

GoDaddy.com's legal counsel is as follows:

Jack Pringle
Adams & Reese LLP
1501 Main Street, 5th Floor
Columbia, SC 29201
(803) 343-1270 (tel.)
(803) 779-4749 (fax)

Jack.pringle@arlaw.com

with a copy to:

Jennifer L. Kostyu
L. Charles Keller
Wilkinson Barker Knauer, LLP
1800 M Street, NW, Suite 800N
Washington, DC 20036
(202) 783-4141 (tel.)
(202) 783-5851 (fax)
jkostyu@wbklaw.com
ckeller@wbklaw.com

6. Customer Service

GoDaddy.com will provide live customer service twenty-four hours a day, seven days a week. Customers may contact GoDaddy.com regarding complaints, repairs, sales, and other inquiries via telephone at 480-505-8877 or 866-463-2339, as well as online through the company's website at www.godaddy.com. Applicant's toll free number will be printed on the customer's monthly billing statements. The South Carolina contact person knowledgeable about GoDaddy.com's operations, and who will respond to ongoing Commission inquiries concerning billing issues and customer complaints is:

Cedar Coleman
169 Saxony Rd., Suite 214
Encinitas, CA 92024
800-477-1477 x.807
cedar.coleman@freedomvoice.com

7. Financial Ability

GoDaddy.com possesses the financial resources necessary to provide reliable telecommunications services. The most recent financial statements for GoDaddy.com's parent, GoDaddy Inc., are available in its most recent Form 10-K filed with the Securities and Exchange Commission on March 2, 2016 (*available at:*

<http://www.sec.gov/Archives/edgar/data/1609711/000160971116000048/gddy-12312015x10k.htm>).

8. Managerial and Technical Ability

GoDaddy.com, through its parent company, GoDaddy, is an Internet domain registrar and web hosting company. It is the world's largest technology provider dedicated to small businesses. GoDaddy's mission is to radically shift the global economy toward small businesses by empowering people to easily start, confidently grow, and successfully run their own ventures. With more than 14 million customers worldwide and more than 62 million domain names under management, GoDaddy gives small business owners the tools to name their idea, build a beautiful online presence, attract customers, and manage their business.

GoDaddy is guided by an experienced and highly capable management team that includes individuals who have distinguished themselves in executive positions within the communications industry. GoDaddy's management team possesses extensive business, technical, operational, and communications experience. Information regarding GoDaddy's management team is available at <https://aboutus.godaddy.net/about-us/default.aspx#Section2.team>.

9. Description of Services Offered and Proposed Service Territory

GoDaddy.com proposes to provide resold interexchange telecommunications services throughout the entire State of South Carolina. Specifically, Applicant will utilize a proprietary interactive voice response ("IVR") and unified messaging platform. Applicant will purchase toll free and direct inward dialing ("DID") numbers, and resell those numbers as part of a virtual office service. Small business customers then can use those numbers to access Applicant's integrated suite of additional services and functionality, including: auto attendant, call forwarding/distribution, call queuing, call screening, Internet fax/fax back, and enhanced

voicemail capabilities such as voice-to-text conversion and email delivery of voicemails.

GoDaddy.com may also provide interconnected VoIP services. Attached hereto as **Exhibit C** is Applicant's proposed tariff.

10. Public Interest and Need

Grant of GoDaddy.com's Application for Certificate of Public Convenience and Necessity to provide the service described within this Application is in the public interest, and will serve the public convenience and necessity. The public interest will be served by expanding the availability of competitive telecommunications services and enhanced telecommunications infrastructure in the State of South Carolina, thereby facilitating economic development. Authorizing GoDaddy.com to enter the telecommunications service market will increase the competitive choices available, and in turn create incentives for all carriers to lower prices, provide new and better quality services, and be more responsive to customer issues and demands.

11. Waivers and Regulatory Compliance

GoDaddy.com requests that, pursuant to Rule 103-601(3), the Commission grant it a waiver of those regulatory requirements that are inapplicable to Applicant's services because compliance with such rules would cause Applicant undue hardship.¹ Specifically, GoDaddy.com requests a waiver of the following Commission Rules:

Rule 103-610: Requiring a utility to maintain its records in the State of South Carolina.

GoDaddy.com is headquartered in Arizona. As a result, it would be impractical for Applicant to maintain separate records in South Carolina. If the Commission determines it is necessary to review Applicant's books, Applicant will provide this information to the Commission staff or the

¹ S.C. Code Regs. § 103-601(3) ("In any case where compliance with any of these rules and regulations introduces unusual difficulty or where circumstances indicate that a waiver of one or more rules or regulation is otherwise appropriate, such rule or regulation may be waived by the commission upon a finding by the commission that such a waiver is not contrary to the public interest.").

South Carolina Office of Regulatory Staff (“ORS”) upon request, or will bear the cost of any out-of-state travel expenses incurred by Commission staff.

Applicant requests that it be exempt from any financial recording rules or regulations that require a carrier to maintain its financial records in conformance with the Uniform System of Accounts (“USOA”). As a competitive provider, Applicant currently maintains its books and records in accordance with Generally Accepted Accounting Principles (“GAAP”). Since Applicant utilizes GAAP, the Commission will have a reliable method by which to evaluate Applicant’s operations. Therefore, Applicant requests to be exempt from any and all USOA requirements of the Commission.

Such waivers have been granted under similar circumstances, and GoDaddy.com respectfully requests that the Commission similarly grant the aforementioned waivers in context of this Application.

12. Alternative Regulation of Business Service Offerings

GoDaddy.com requests that all of its business service offerings be regulated pursuant to the procedures described and set out in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Order No. 2001-997 in Docket No. 2000-407-C. It is Applicant’s intent by this request to have its business services regulated in the same manner as this Commission has permitted for AT&T Communications of the Southern States. Specifically, Applicant requests:

- a) Removal of maximum rate tariff requirements for its business service offerings;
- b) That tariff filings for these uncapped offerings are presumed valid upon filing. If the Commission institutes an investigation of a particular filing within seven days, the tariff filing will be suspended until further order of the Commission; and

- c) Any relaxation in the reporting requirements that may be adopted for AT&T shall apply to the Applicant also.

CONCLUSION

This Application clearly demonstrates that GoDaddy.com possesses the requisite technical, financial, and managerial qualifications to provide resold interexchange telecommunications services throughout the State of South Carolina. Furthermore, granting this Application for a Certificate of Public Convenience and Necessity will promote the public interest, comport with the public convenience and necessity, and meet pertinent legal and regulatory requirements for such applications.

WHEREFORE, GoDaddy.com respectfully requests that the Commission issue a Certificate of Public Convenience and Necessity to provide resold interexchange telecommunications services throughout the State of South Carolina, and for alternative regulation of its interexchange business service offerings, as proposed herein and set forth in the attached tariff. Applicant also requests that the Commission grant the waivers requested herein, and grant such other relief as is just and proper.

Respectfully submitted,

GODADDY.COM, LLC

By: s/John J. Pringle, Jr.
John J. Pringle, Jr.
Adams & Reese LLP
1501 Main Street, 5th Floor
Columbia, SC 29201
(803) 343-1270 (tel.)
(803) 779-4749 (fax)
Jack.pringle@arlaw.com

Dated: August 15, 2016
Columbia, South Carolina

Schedule of Exhibits

Exhibit A – Corporate Documents

Exhibit B – Management

Exhibit C – Proposed Tariff

Exhibit D – Proposed Notice of Filing

Verification

Exhibit A

Corporate Documents

Delaware

PAGE 1

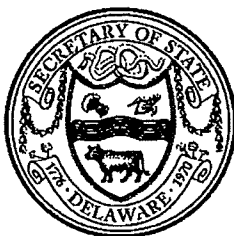
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF AN ARIZONA CORPORATION UNDER THE NAME OF "GODADDY.COM, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "GODADDY.COM, INC." TO "GODADDY.COM, LLC", FILED IN THIS OFFICE ON THE FIFTH DAY OF DECEMBER, A.D. 2011, AT 7:27 O'CLOCK P.M.

5074703 8100V

111255854

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9202043

DATE: 12-06-11

**STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A
LIMITED LIABILITY COMPANY PURSUANT TO
SECTION 18-214 OF THE LIMITED LIABILITY ACT**

1) The jurisdiction where the Corporation first formed is:

Arizona

2) The jurisdiction immediately prior to filing this Certificate is:

Arizona

3) The date the Corporation first formed is:

01/13/1997

4) The name of the Corporation immediately prior to filing this Certificate is:

GoDaddy.com, Inc.

5) The name of the Limited Liability Company as set forth in the Certificate of Formation is:

GoDaddy.com, LLC

6) By adopting and filing this Certificate, the Company is converting to a Limited Liability Company and simultaneously, pursuant to A.R.S. § 10-226, transferring its domicile to the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 5th day of
December, 2011.

GODADDY.COM, INC.

By: 

Name: Warren Adelman

Its: President

Delaware

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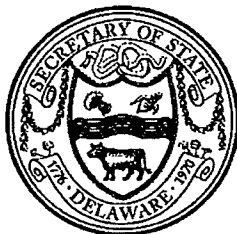
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "GODADDY.COM, LLC" FILED IN THIS OFFICE ON THE FIFTH DAY OF DECEMBER, A.D. 2011, AT 7:27 O'CLOCK P.M.

5074703 8100V

111255854

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9202043

DATE: 12-06-11

**CERTIFICATE OF FORMATION
OF
GODADDY.COM, LLC**

December 5, 2011

The undersigned, being authorized to execute and file this Certificate of Formation, hereby certifies that:

FIRST: The name of the limited liability company formed hereby is GoDaddy.com, LLC.

SECOND: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

By: _____



Name: Warren Adelman
Title: Authorized Person

Exhibit B

Management

The Officers of GoDaddy.com, LLC are as follows:

Blake J. Irving – CEO: Blake brings passion and vision—along with serious tech credentials—to the role of CEO. Before coming to GoDaddy in 2013, Blake was EVP and Chief Product Officer at Yahoo!, where he expanded monthly users to nearly one billion, launched 180 new Yahoo! websites worldwide and rolled out products in 23 languages and 30 new markets.

Prior to Yahoo!, Blake spent 15 years at Microsoft creating world-changing consumer products like NetMeeting, MSN Messenger and growing Hotmail to the largest mail service in the world. As Corporate Vice President of the Windows Live Platform, Blake led the company's global Internet development and operations, managing a \$1 billion global R&D budget and overseeing development teams in the US, India, China and Europe.

Blake began his career at Xerox and Compaq and has been a professor at Pepperdine's School of Business. Blake earned an M.B.A. from Pepperdine University and a B.A. from San Diego State University

Scott W. Wagner - COO, CFO: As GoDaddy's COO/CFO, Scott manages the company's business operations as well as all financial reporting, budgeting and forecasting. Prior to Blake Irving's appointment as CEO in January 2013, Scott spent six months working on several strategic growth initiatives as GoDaddy's interim CEO—including the company's expansion into India. Before joining GoDaddy, Scott spent 13 years with global investment firm KKR, where he served as a KKR Capstone Member and the long-time leader of its Portfolio Operations team. Scott holds a B.A. from Yale University and an M.B.A. from Harvard University.

Nima Jacobs-Kelly - EVP, GC, CSEC: Nima is General Counsel for GoDaddy, responsible for mergers & acquisitions, governance, corporate and patent litigation, and intellectual property matters, as well as customer-facing and third-party transactional agreements.

Since joining GoDaddy in 2002, Nima has served as project manager, Vice President of Wild West Domains (the company's reseller affiliate), Public Relations and Corporate Administration, and Deputy General Counsel. She also grew the company's philanthropic efforts with GoDaddy Cares. In her life before GoDaddy, Nima worked for Business Edge Solutions and Beechwood Data Solutions. She also practiced labor and employment law in New York City. Nima earned her J.D. from the University of Pennsylvania Law School and a B.A., summa cum laude, from Gettysburg College where she was elected to Phi Beta Kappa.

Barbara J. Rechterman – SEVP: As Chief Marketing Officer and Chief Customer Officer, Barb oversees all facets of corporate marketing and strategic end-to-end customer relationships. Barb creates programs and promotes consumer-related functions with a unified vision to provide

a consistent customer experience and value. All while including strategic planning and business development for Marketing, Global Branding and Product Management. She has teamed with GoDaddy founder Bob Parsons for more than two decades, having previously served as Vice President of Application Development for Parsons Technology and as President during the company's acquisition by Intuit, Inc. Barb earned a B.A. in Accounting from the University of Dubuque and is a Certified Public Accountant.

Matthew Kelpy - Chief Accounting Officer and Executive Officer: Matthew B. Kelpy has served as our Chief Accounting Officer since November 2014. Prior to joining our company, he served in various accounting roles at AOL Inc. from July 2005 to November 2014, most recently as Chief Accounting Officer. Mr. Kelpy holds a BBA degree in Accounting and a Master of Accounting degree from the University of Michigan and is a Certified Public Accountant.

Michael Holt – VP, Tax: Michael Holt joined GoDaddy in June 2013. Mr. Holt had been a tax partner at public accounting firm BDO in Arizona and prior to this was Global Director, Tax Accounting Automation at Jefferson Wells. He was educated at Brigham Young University.

Other relevant management:

Barrett Saik – SVP, Telephony, Product Development: Barrett Saik has served as our Senior Vice President and General Manager of GoDaddy's telephony products group since April 2016. Prior to joining our company, Barry worked in a number of roles ensuring consumer satisfaction with mass-market products at Intuit from 2001 to 2015, including Head of Intuit's consumer finance products: Mint, Mint Bills and Quicken. Barry also served as general manager of the company's Intuit Websites Division and led Product Management for TurboTax for many years. Saik also previously served as Director of Product Management for Vayusphere. Saik earned an MBA from UCLA, and bachelor's degrees in General Engineering, Product Design and in Communications from Stanford University.

Exhibit C

Proposed Tariff

GoDaddy.com, LLC
14455 N. Hayden Road, #219m
Scottsdale, Arizona 85260

South Carolina Tariff No. 1
Original Page No. 1

GoDaddy.com, LLC

SOUTH CAROLINA TELECOMMUNICATIONS TARIFF

This tariff contains the rates, terms, and conditions applicable to Resold Telecommunications Services provided by GoDaddy.com, LLC (“GoDaddy.com”), with principal offices at 14455 N. Hayden Road, #219m, Scottsdale, Arizona 85260.

This tariff applies for services furnished within the State of South Carolina. The tariff is on file with the South Carolina Public Service Commission, and copies may be inspected during normal business hours at the Company’s principal place of business.

Issued: August 15, 2016

Effective: _____, 2016

Issued by: Barrett Saik, VP, Telephony
GoDaddy.com, LLC
14455 N. Hayden Road, #219m
Scottsdale, Arizona 85260

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Page	Revision	Page	Revision
1	Original		
2	Original		
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		

* - indicates those pages includes with this filing

Issued: August 15, 2016

Effective: _____, 2016

Issued by: Barrett Saik, VP, Telephony
GoDaddy.com, LLC
14455 N. Hayden Road, #219m
Scottsdale, Arizona 85260

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Issued: August 15, 2016

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GoDaddy.com, LLC
14455 N. Hayden Road, #219m
Scottsdale, Arizona 85260

SYMBOLS

The following are the only symbols used for the purposes indicated below:

C – Change in Rule or Regulation.

D - Delete or Discontinue.

I - Change Resulting in an increase to a Customer's bill.

M - Moved from another tariff location.

N - New

R - Change resulting in a reduction to a Customer's bill.

T - Change in text or regulation.

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TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.

D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (*i.e.*, the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the South Carolina Public Service Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Company or Carrier – GoDaddy.com, LLC unless otherwise clearly indicated by the context.

Day - From 6:00 AM up to but not including 6:00 PM Pacific Time Monday through Friday.

Commission - The South Carolina Public Service Commission.

Holidays - The Company observes the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purposed of rating calls where applicable.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services and facilities are furnished for communications at specified points within the State of South Carolina under terms of this tariff.

The Company operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Customer is responsible for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

2.2 Applicability of Tariff

This tariff applies to telephone calls which originate and terminate in the State of South Carolina.

2.3 Billing and Payment

2.3.1 Customer is responsible for paying all charges on its account for services provided by the Company, including, but not limited to, long distance, directory assistance charges, regulatory and government fees, and for all taxes and surcharges, including regulatory recovery fees, imposed on the services or the Company as a result of Customer's use of the services. The Company collects any applicable initiation fees and monthly recurring charges automatically in advance of the month of usage. Customer will also be billed for additional minutes used (which exceed the number of calling minutes in the Customer's plan), in the month following such usage. Such usage charges are billed in arrears.

Issued: August 15, 2016

Effective: _____, 2016

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GoDaddy.com, LLC
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Scottsdale, Arizona 85260

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Billing and Payment continued

2.3.2 Any objection to billed charges should be promptly reported to the Company. Notice of any disputes must be in writing and received by the Company within ninety (90) days after the invoice date or the dispute will be waived. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Customer must pay all undisputed amounts in full to avoid late payment charges or default.

Customers who are dissatisfied with the response to their complaint may contact the Commission for resolution of the issues at:

Office of Regulatory Staff
Consumer Services Division
1401 Main Street, Suite 900
Columbia, SC 29201
Phone: 803-737-5230
Toll Free: 1-800-922-1531

2.3.3 Company may charge a late payment charge on any amounts unpaid by the due date of the lesser of: (1) 1.5% per month or 18% per annum or (2) the highest amount allowed by law. Company may also assess a \$10.00 processing fee.

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GoDaddy.com, LLC
14455 N. Hayden Road, #219m
Scottsdale, Arizona 85260

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3.4 Company will send Customer an invoice each month. Company will bill Customer's credit card on the date payment is due. If the card fails, Company will notify Customer. The second day after the due date, Company will attempt to bill the card, and, if the card fails, will notify Customer by electronic mail. On the third day after the due date, Company will attempt to bill the card and, if the card fails, will notify Customer by electronic mail that Customer's service will be suspended. If payment is not received after this notice, Customer will temporary suspend service until payment is received. Company cancels any account that is past due more than ninety (90) days.

2.4 Taxes

The quoted rates do not include taxes. The Company will assess a separate charge on a Customer's bill for state and local taxes.

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Scottsdale, Arizona 85260

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Right to Backbill for Improper Use of the Company's Service

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

2.6 Cancellation or Interruption of Services

2.6.1 Without incurring liability, the Company may discontinue Services, effective immediately after receipt of written notice (Notice shall be deemed received on the fifth business day following mailing of notice.), to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted service under the following conditions:

- (A) For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due;
- (B) For violation of any of the provisions of this tariff;
- (C) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's service; or
- (D) By reason of any order or decision of a court having competent jurisdiction, public service Commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its service.

Issued: August 15, 2016

Effective: _____, 2016

Issued by: Barrett Saik, VP, Telephony
GoDaddy.com, LLC
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

- 2.6.2** Without incurring liability, the Company may interrupt the provision of service at any time in order to perform test(s) and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operations so identified are rectified.
- 2.6.3** Service may be discontinued by the Company by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer Authorization Codes, when the Company deems it necessary to take action to prevent unlawful use of its service. The Company may restore service as soon as it can be provided without undue risk.
- 2.6.4** The termination notice process set forth in **Section 2.3.4** provides adequate time intervals for the Customer to prevent termination or disconnect.
- 2.6.5** If, for any reason, Service is interrupted, the Customer will only be charged for the service that was actually used.

2.7 Denial of Access to Service by the Company

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

- 2.7.1** Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;
- 2.7.2** Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to the Company's operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7.3 The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or

2.7.4 Failure to pay a previously owed bill by the same Customer at another location.

2.8 Customer's Liability in the Event of Denial of Access to Service by the Company

In the event a Customer's service is disconnected by the Company for any of the reasons stated in **Section 2.7**, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

2.9 Reinstitution of Service

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstitution of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstituted all accrued and unpaid charges. In addition, Customer may be assessed a \$10.00 reconnection fee to reinstitute service. Other than any applicable initiation fees, there will be no charge for the service restoration.

2.10 Interconnection with Other Common Carriers

The Company reserves the right to interconnect its services with those of any other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

2.11 Use of Service

Service may be used for any lawful purpose for which it is technically suited.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 Liability of the Company

2.12.1 Limitation of Liability: In no event shall the company, its parents, subsidiaries, affiliates or their respective members, managers, directors, officers, employees, stockholder, or agents be liable for any damages, including but not limited to direct, compensatory, indirect, incidental, consequential, special, exemplary or punitive damages (including, without limitation, damages for loss of profits, business interruption, loss of information) for: (1) any injuries to persons or property arising from use of the services, or any equipment used in connection with the services; (2) Customer's inability to use the services; (3) Customer's misuse of the service; (4) nonperformance or a failure of the services caused by acts or omissions of another service provider; (5) equipment or software failure or modification; (6) telecommunications or computer equipment failures; or (7) acts of God or other causes beyond the Company's control. The foregoing shall even if the Company has been advised of the possibility of such damages.

2.12.2 No Warranties: The services provided under this Tariff are provided "as is." The Company makes no warranties regarding the services whatsoever and disclaims any and all express or implied warranties of any kind, including any warranties of merchantability, non-infringement of intellectual property, fitness for a particular purpose, or warranties arising by course of dealing or custom or trade. The Company does not authorize anyone to make a warranty of any kind on the Company's behalf and Customer should not rely on any such statement.

2.12.3 The Company's liability arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occur, but in any event not more than the sum of two months of the Customer's monthly charges, unless ordered by the Commission.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12.4 The Company shall be indemnified and held harmless by the Customer against:

- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.
- (B) All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Company.

2.13 Disconnection of Service by Carrier

The Company, upon five (5) working days written notice to the Customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

2.13.1 If Customer fails to remit by the due date any sum due to carrier for regulated service.

2.13.2 A violation of any regulation governing the service under this tariff.

2.13.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.

2.13.4 Service may be disconnected without notice for tampering with company equipment, for interfering with the service to other customers, for fraud, or in the event of a hazardous condition.

2.14 Disconnection of Service by Customer

The Customer may terminate service at any time upon thirty (30) days' written notice.

2.15 Deposits

If a Customer elects to pay its invoices in a manner other than by credit card or switches to a method of payment other than credit card, the Company may require a deposit equal to one month of the customer's monthly recurring charges.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.16 Advance Payments

The Company collects initiation fees and monthly recurring charges in advance of the month of usage.

2.17 Applicable Law

This tariff shall be subject to and construed in accordance with South Carolina law.

2.18 Other Rules

2.18.1 The Company reserves the right to validate the credit worthiness of Customers through available verification procedures.

2.18.2 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

3.1.1 When Billing Charges Begin and End For Phone Calls

The Customer's usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver (*i.e.*, when two-way communication, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to sixty (60) seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.1.2 Billing Increments

The minimum call duration for billing purposes is eighteen (18) seconds for a connected call and calls beyond eighteen (18) seconds are billed in six-second increments.

3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each invoice.

3.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved.

FORMULA:

The square
root of:
$$\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

3.3 Service Offerings

3.3.1 Inbound 800/Toll-Free and Long Distance Service

Company's Service Plans are offered to business Customers. Each service plan includes at least one toll-free and/or local number, a specified number of minutes of use per month, unlimited extensions and access to all features. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in six-second increments. A monthly recurring service charge applies. Rates for Company's service plans are set forth in Section 4 of this Tariff.

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SECTION 4 - RATES

4.1 Inbound 800/Toll-Free and Long Distance Service

Rates listed in this tariff are for in-state calls only.

Bundled Plan (100-100,000 minutes) – Monthly charge \$4.95-\$200.00
Usage above Plan Allowance – \$0.039 to \$0.059 per minute
Activation Fee – (may be waived for certain plans)

4.2 Payment of Calls

4.2.1 Late Payment Charges

A late payment Charge of the lesser of (1) 1.5% per month, or (2) the highest amount allowed by law, will be assessed on all unpaid balances more than thirty (30) days old, except that such late payment charge will not be applied to any previously-applied late payment charges. Late payment charges will be assessed without discrimination.

4.3 Special Promotions

The Company will, from time to time, offer special promotions to its customers waiving certain charges, including activation/set-up fees, reduced overage usage rates, and discounted subscription rates.

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SECTION 4 – RATES (Cont'd)

4.4 Special Pricing Arrangements – ICB

In lieu of the rates otherwise set forth in this Tariff, rates and charges, including installation and recurring charges, may be established at negotiated rates on an individual case basis (“ICB”), taking into account such factors as the nature of the services, the costs operation, the volume of traffic commitment, and the length of service commitment by Customer, as long as the rates and charges are not less than Carrier’s costs of providing the service. Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual contracts or Customer term agreements. Specialized pricing arrangement rates or changes will be made available to similarly-situated Customers on comparable terms and conditions. Upon reasonable request, Carrier will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis. The rates will be made a part of this Tariff.

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Exhibit D

Proposed Notice of Filing

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

DOCKETING DEPARTMENT

NOTICE OF FILING AND HEARING

DOCKET NO. 2016-_____-C

GoDaddy.com, LLC, has filed an Application with the Public Service Commission of South Carolina ("Commission"), for a Certificate of Public Convenience and Necessity to provide resold interexchange telecommunications services throughout the State of South Carolina, pursuant to S.C. Code Ann. § 58-9-280. The Applicant also requests, pursuant to S.C. Code Ann. Section 58-9-585 and the general regulatory authority of the Commission, that the Commission regulate its interexchange service offerings in accordance with the principles and procedures established for alternative regulation in Commission Order Nos. 1995-1734 and 1996-55 in Docket No. 1995-661-C, and as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C.

A copy of the Application can be found on the Commission's website at www.psc.sc.gov under Docket No. 2016-____-C. Additionally, a copy of the Application is available through Jack Pringle, Adams & Reese LLP, 1501 Main Street, 5th Floor, Columbia, SC 29201.

PLEASE TAKE NOTICE: A hearing on the above matter has been scheduled to begin at _____ a.m. on _____, 2016, before Hearing Examiner _____, in the Commission's Meeting Room at 101 Executive Center Drive, Saluda Building, Columbia, SC 29210.

Any person who wishes to participate in this matter, as a party of record with the right of cross-examination should file a Petition to Intervene in accordance with the Commission's Rules of Practice and Procedure on or before _____, 2016 and indicate the amount of time required for his or her presentation. Please include an email address for receipt of future Commission correspondence in the Petition to Intervene. *Please refer to Docket No. 2016-_____-C.*

Any person who wishes to testify and present evidence at the hearing should notify the Docketing Department in writing at the address below, the Office of Regulatory Staff at Post Office Box 11263, Columbia, SC 29211, and Jack Pringle, Adams & Reese LLP, at the above address, on or before _____, 2016, and indicate the amount of time required for his presentation. *Please refer to Docket No. 2016-_____-C.*

Any person who wishes to be notified of any change in the hearing, but does not wish to present testimony or be a party of record, may do so by notifying the Docketing Department in writing at the address below on or before _____, 2016. *Please refer to Docket No. 2016-_____-C.*

INSTRUCTIONS TO ALL PARTIES OF RECORD (Applicant, Petitioners, and Intervenors only): All Parties of Record must prefile testimony with the Commission and with all parties of record. Prefiled Testimony Deadlines: Applicant's Direct Testimony Due: _____; Other Parties of Record Direct Testimony Due: _ _ _ _ _; Applicant's Rebuttal Testimony Due: _ _ _ _ _; and Other Parties of Record Surrebuttal Testimony Due: _ _ _ _ _ . All Prefiled Testimony Deadlines are subject to the information as posted on www.psc.sc.gov under Docket No. 2016-____-C.

For the most recent information regarding this docket, including changes in scheduled dates included in this Notice, please refer to www.psc.sc.gov and Docket No. 2016-____-C.

PLEASE TAKE NOTICE: Any person who wishes to have his or her comments considered as part of the official record of this proceeding **MUST** present such comments, in person, to the Commission during the hearing.

Persons seeking information about the Commission's Procedures should contact the Commission at (803) 896-5100 or visit its website at www.psc.sc.gov.

Direct correspondence to: Public Service Commission of South Carolina
Attention: Clerk's Office
101 Executive Center Drive
Suite 100
Columbia, South Carolina 29210

Verification

STATE OF ARIZONA

§

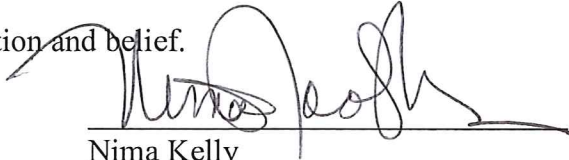
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COUNTY OF MARICOPA

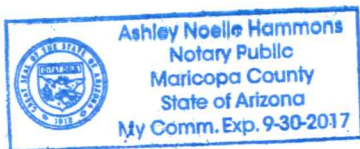
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VERIFICATION

I, Nima Kelly, state that I am Executive Vice President, General Counsel, and Secretary of GoDaddy.com, LLC (the "Company"); that I am authorized to make this Verification on behalf of the Company; that the Company's foregoing application was prepared under my direction and supervision; and that the contents with respect to the Company are true and correct to the best of my knowledge, information and belief.


Nima Kelly
GoDaddy.com, LLC

Sworn and subscribe to and before me this 3rd day of August, 2016





My Commission expires:

9/30/17